

A regular meeting of the City Council of the City of Newburgh was held on Wednesday, January 28, 2015 at 7:00 P.M. in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

The Prayer was led by Chaplain Michael Anson with Cross Chaplain Crisis Response Ministries followed by the Pledge of Allegiance.

Present: Mayor Kennedy, presiding; Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia – 7

COMMUNICATIONS

Councilwoman Angelo moved and Councilwoman Lee seconded that the Minutes of the January 12, 2015 Council Meeting be approved.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

CARRIED

City Manager, Michael Ciaravino gave an update on some key highlights and progress in City departments.



City of Newburgh
City Comptroller's Office

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John J. Aber
City Comptroller
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TO: Michael Ciaravino, City Manager
Mayor - Judy Kennedy
Councilman – Cedric Brown
Councilwoman – Regina Angelo
Councilwoman – Gay Lee
Councilwoman – Genie Abrams
Councilwoman – Cindy Holmes
Councilwoman – Karen Mejia

FROM: John J. Aber, City Comptroller

DATE: January 26, 2015

SUBJECT: City of Newburgh Financials – December 2014

Below are the highlights of the City of Newburgh Revenue and Expenses for the period of January 1, 2014 to December 31, 2014. Please note, while FY2014 has ended, my office will continue to set up accruals and receivables for FY2014 until the end of February. FY2014 will be officially closed in May when the City's Independent auditors complete their year-end audit and issue a financial statement.

General Fund Revenue

Through December, the City of Newburgh collected \$41.7 million compared to the annual revenue budget of \$44.2 million (95%).

\$19.9 million - Real Property Taxes/PILOT Payments
\$736k - Fund Balance transfer
\$2.4 million – Enterprise Fund transfer for General Fund Services
\$11.8 million – Sales & Use tax, Utilities Tax and Franchise Fees
\$1.3 million -Departmental Income
\$204k - Licenses and Permits
\$4.7million – Mortgage Tax and Use of Money and Property
\$640k - Miscellaneous Income (Sale of Property, Local Government Grants, Employee Health Contributions)

General Fund Expense

The City of Newburgh has expended \$42 million plus an additional \$70k in FY2013 encumbrances. The City expended 95% of the Adopted Budget. All Departments managed within their City Council Approved Budgets except the Assessor's Office, Civil Service Commission, Executive Office and the Police Department.

Tax Certiorari payments were higher than expected in the Assessor's Office. Tax Certiorari payments are settlements when a commercial properties assessed value is contested and a lower value is determined. The City must refund the overpayments.

Conversion of un-used sick time to cash accounted for the overage in the Civil Service Commission.

Lump sum payments for un-used vacation, sick and comp time for two former employees caused the Executive Office to exceed their budget.

Overtime caused the Police Department to exceed their budget.

Enterprise Fund Revenue

In 2014, the Enterprise Funds (Water, Sewer and Sanitation) generated \$15.3 million in revenue compared to the budget of \$15.1 million.

Water Department generated/collected \$6 million through December which represents 101.7% of their total revenue budget for FY2014. Water facility charges and Interest and penalties accounted for the higher than budgeted revenue.

Sewer Department generated/collected \$6 million through December which represents 102% of their total revenue budget for FY2014. Town of Newburgh Debt payments accounted for the higher than anticipated revenue. The Town of Newburgh Dept payment consisted of the 2013 and the 2014 payment.

The Sanitation Fund generated/collected \$3.1million through December which represents 97% percent of the total revenue budget for FY2014.

Enterprise Fund Expense

Through December 2014, Enterprise Funds expended \$12.1 million with an additional \$63k in encumbered funds. As previously reported, surplus funds were projected in the Water and Sanitation Department due to unfilled vacant positions and staff out on Workers Comp. In addition, Water and Sanitation did not use any contingency funds.

Capital

There are no changes since last month's report on the Capital Budget/Project timelines.

Trust and Agency Accounts

- Misc Donations
 - CAC (former Shade Tree) - \$346
 - National Night Out - \$0
 - Gun Buyback - \$1,535
 - Misc Fire Dept - \$1,847
- Police
 - Police Evidence - \$153,464
 - Federal Seizure - \$18,157
 - State Seizure - \$8,036
 - Police Bicycle - \$552
 - Police Donations - \$187
- Celebrations
 - Puerto Rican Day - \$80
 - International Festival - \$8,102
 - Quadricentennial - \$2,000
 - Fireworks - \$2,634
 - Memorial Day - \$91
 - Trunk or Treat - \$0

COMMENTS FROM THE PUBLIC REGARDING THE AGENDA

Kippy Boyle, Grand Street, recommended that the standard language used in the real estate transactions that the City does be changed from sixty days potential extension to thirty days. They already have sixty days to pay so if they get an extension of another thirty days it gives them a quarter of the year which she feels is an adequate time for responsible purchasers. She also thinks that a fee of \$250.00 for an extension is not going to make or break their bank so couldn't they make it \$300.00 which would be about \$10.00 per day. On the HR Consultants Contract, she didn't see a beginning date or a date when they are supposed to give their final report. In regard to the Taylor Biomass Project she said, *"We certainly appreciate Mr. Taylor's contributions and his philanthropy to the City and this in no way reflects on anything other than the fiduciary responsibility of the Council"*. She asked the Council to table the vote on this because it doesn't appear that anyone has really read the Contract since 2011 and there were no questions or comments made so she thinks that they should wait for further discussion and suggested some topics that they might want to be asking prior to signing a twenty year commitment. In 2011, there was another facility in Africa identified as one that would be using this technology so the Council should ask for third party verification that this technology is operating effectively elsewhere. She has a lot of other questions which she submitted to the Council. (copy attached)

There being no further comments this portion of the meeting was closed.

I'd appreciate your glancing at my comments and making note before the Council meeting.

Items 1 and 2 are contract detail improvements that I would think aren't problematic. I'm surprised Corporation Counsel overlooked a timeframe for the HR Consultants contract.

Item 3 is very problematic. The only discussion about it at the Work Session was "how many people from Newburgh will be employed". a non-existent facility, already in big trouble, and yet no-one advised the City Council to give it more thought than that!! Just because he's been a nice guy to Newburgh does not guaranty a 20-year handout.

If you want to forward my comments below to the City Council, I'm okay with that. I just want to make sure that the City Manager is aware of them first. Thanks.

1. Comment on Article 10 of th Standard Sale Language extension details - the City gives purchasers 60 days to close; an extension should be 30 days, not another 2 months. 60 plus 30 equals a quarter of the year. The extension fee should be \$300. that's about \$10 per day for one month. Tightening these terms are not oppressive or unduly punitive.

10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* The City is not required to send notice of acceptance or any other notice to a purchaser. At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.

2. HR Consultants Project: THE CONTRACT DOESN'T SHOW a PROJECTED TIMELINE TO COMPLETE THE FINDINGS AND DELIVER TO THE COUNCIL. A TIMEFRAME IS ABSOLUTELY ESSENTIAL SO THAT THE CITY MANAGER CAN BUILD OUT THE NEXT PHASE OF IMPLEMENTING BEST PRACTICES!

Page 3 reads:

2. Compile the data and prepare a written report of the review, which shall include any potential compliance issues discovered and recommendations for prioritizing future human resource initiatives.
3. Meet with City officials and/or designated management staff to present the findings of the report

Forty percent (40%) (\$3,000) billable upon execution of this agreement; forty percent (40%) (\$3,000) billable upon delivery of the Human Resource Analysis Report; twenty percent (20%)

(\$1,500) billable thirty days following delivery of the Human Resource Analysis Report.
Invoices will be due upon receipt. When does analysis begin? When does it end?

3. Extension Agreement with TBE Montgomery.

This renewal agreement should be tabled for the following discussions:

- in 2011 Taylor identified 2 facilities (Angola Africa was one) which would use his unique technology. The municipality should request 3rd party verification that this technology is operating effectively elsewhere.
- a "BEST PRICE GUARANTY" provision should be added to any contract renewal to guaranty that if TBE offers a cheaper price in the future to another entity, that The City of Newburgh's per ton fee will never be greater than the Best Price.
- at 2.5% increase per year in fees to TBE, the fees will already go from \$66 to over \$70 in less than 5 years.
- a 20-year contract enslaves Newburgh to TBE while the waste-to-energy best practices trend is for local municipalities to build their OWN ENERGY RECOVERY FACILITIES.
- Why would we pay Taylor \$66+ per ton for 20 years, when in a few years we'll can use our own Municipal Solid Waste, for free, to create electricity in our own community? (see NYSERDA microgrid opportunities).
- DEC permits for Recovery Facilities in New York State are for 5-7 years. TBE might open in 2017. It would be permitted to 2022-23. Is the City really willing to commit to a contract that would end in 2037???
- Council: do you know how much tonnage is carted annually? Ask DPW for a 5-year analysis.
- It is irresponsible to simply renew an agreement written in 2011 without actually reading its contents, understanding it and its financial consequences to the City.

C. Kippy Boyle

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilwoman Angelo said that Mr. Taylor should be allowed to make some comments.

Mayor Kennedy said that he can certainly make comments if he wants to.

Councilwoman Abrams said in regard to the Comptroller's Report that he talked about donations made to CAC, Gun Buy Back, National Night Out and such. If anyone wishes to make a donation, they should make their check payable to "*The City of Newburgh*" and note on the memo line who the donation is to go to. They should also make sure that they get a receipt because it is a tax deductible donation.

Mayor Kennedy suggested as they move into the City Manager's Report that Mr. Taylor's resolution, #25-2015, be put first because there are people here tonight that are waiting to hear what the Council is doing with that.

Councilwoman Lee suggested that they just continue with the Agenda as there is not much there.

There being no further comments this portion of the meeting was closed.

**RESOLUTION NO.: 13 – 2015
OF
JANUARY 28, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 162 BROADWAY (SECTION 30, BLOCK 2, LOT 29)
AT PRIVATE SALE TO JING HAN LIANG AND WEI RONG LOU
FOR THE AMOUNT OF \$70,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 162 Broadway, being more accurately described as Section 30, Block 2, Lot 29 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 27, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
162 Broadway	30 – 2 – 29	Jing Han Liang and Wei Rong Lou	\$70,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy – 5

Nays – Councilman Brown - 1

Abstain – Councilwoman Lee - 1

Terms and Conditions Sale

162 Broadway, City of Newburgh (30-2-29)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has

no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 14 – 2015
OF
JANUARY 28, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 36 CARTER STREET (SECTION 22, BLOCK 2, LOT 27)
AT PRIVATE SALE TO MARINA TSESARSKYA FOR THE AMOUNT OF \$15,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 36 Carter Street, being more accurately described as Section 22, Block 2, Lot 27 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 27, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
36 Carter Street	22 – 2 – 27	Marina Tsesarskya	\$15,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

Terms and Conditions Sale

36 Carter Street, City of Newburgh (22-2-27)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
7. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
8. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be

responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.

9. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
10. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
11. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
12. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
13. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
14. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
15. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
16. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

**RESOLUTION NO.: 15 - 2015
OF
JANUARY 28, 2015**

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 151 LANDER STREET (SECTION 18, BLOCK 4, LOT 43), 153 LANDER
STREET (SECTION 18, BLOCK 4, LOT 44.1) AND 153 LANDER STREET REAR
(SECTION 18, BLOCK 4, LOT 44.2) AT PRIVATE SALE TO ANA VEGA OVALLE
FOR THE AMOUNT OF \$22,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 151 Lander Street, 153 Lander Street and 153 Lander Street Rear, being more accurately described as Section 18, Block 4, Lots 43, 44.1 and 44.2 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 27, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
151 Lander Street	18 - 4 - 43	Ana Vega Ovalle	\$22,000.00
153 Lander Street	18 - 4 - 44.1		
153 Lander Street Rear	18 - 4 - 44.2		

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

Terms and Conditions Sale
151 Lander Street, City of Newburgh (18-4-43)
153 Lander Street, City of Newburgh (18-4-44.1)
153 Lander Street, City of Newburgh (18-4-44.2)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the properties shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed

by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 16 - 2015
OF
JANUARY 28, 2015

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 374 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 31)
AT PRIVATE SALE TO NIGEL OSBORNE AND JANELLE OSBORNE
FOR THE AMOUNT OF \$16,500.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 374 Liberty Street, being more accurately described as Section 10, Block 1, Lot 31 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 27, 2015, being sixty (60) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
374 Liberty Street	10 – 1 – 31	Nigel and Janelle Osborne	\$16,500.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

Terms and Conditions Sale

374 Liberty Street, City of Newburgh (10-1-31)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The property is sold subject to unpaid school taxes for the tax years of 2014 and 2015 County Tax and 2014-2015 School Taxes and any subsequent levies. The purchaser shall reimburse the City for 2014 and 2015 County Taxes and 2014-2015 School Taxes and any subsequent levies. Upon the closing, the property shall become subject to taxation and apportionment of the 2015 City taxes shall be made as of the date of closing. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property

located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before March 27, 2015. *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
11. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
12. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
13. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
14. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
15. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
16. Evictions, if necessary, are solely the responsibility of the successful bidder after closing and recording of the deed.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24

months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 17 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO JEFFRY NORMIL
TO THE PREMISES KNOWN AS 6-12 WILLIAM STREET AND 192 ANN STREET
(SECTION 35, BLOCK 2, LOT 25)**

WHEREAS, on June 17, 2011, the City of Newburgh conveyed property located at 6-12 William Street and 192 Ann Street f/k/a 8, 10-14 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 2, Lot 25, to Jeffry Normil; and

WHEREAS, by Resolution No.: 226-2012 of December 10, 2012 the City of Newburgh authorized the conveyance of said property from Jeffry Normil to Prince William Properties LLC with an extension of time in order to comply with the deed covenants; and

WHEREAS, Prince William Properties LLC, by their property manager, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 6-12 William Street and 192 Ann Street f/k/a 8, 10-14 William Street, Section 35, Block 2, Lot 25 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 17, 2011, from THE CITY OF NEWBURGH to JEFFRY NORMIL, recorded in the Orange County Clerk's Office on July 5, 2011 in Liber 13195 of Deeds at Page 1389 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed

THE CITY OF NEWBURGH

By: Michael G. Ciaravino, City Manager
Pursuant to Resolution No.: -2015

On the ____ day of _____ in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 18 - 2015
OF
JANUARY 28, 2015

**A RESOLUTION AUTHORIZING AND AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND PUBLICSECTOR HR CONSULTANTS, LLC
FOR PROFESSIONAL HUMAN RESOURCES SERVICES**

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with PublicSector HR Consultants LCC; and

WHEREAS, the agreement provides assistance and guidance in the review of the City's human resources policies and procedures in the form of consulting services; and

WHEREAS, the cost for these services is \$7,500.00 and shall be derived from A.1315.0455 – Consultant Services; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with PublicSector HR Consultants LLC, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost \$7,500.00 for consulting services in the review of the City's human resources policies and procedures.

Mayor Kennedy said a comment was made earlier concerning delivery dates and asked if we have them in this contract?

Michelle Kelson, Corporation Counsel said they are not but they can be added.

Councilwoman Abrams asked what the dates will be.

City Manager, Michael Ciaravino, said that they hope to have this part of the work done by March and they have already conducted the first part of the interviewing audit for one department. He had a conversation with the Firm today to schedule the others and the work that will then ensue after that.

Mayor Kennedy noted that adding specific delivery dates would be a terrific idea.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

CITY OF NEWBURGH

HUMAN RESOURCE ANALYSIS

PROFESSIONAL SERVICES AGREEMENT



Human Resource Solutions Made Simple

*Public Sector HR Consultants LLC
14 Knollwood Drive
Glenville, New York 12302
Telephone: 518.399.4512
Fax: 518.384.1963*

CITY OF NEWBURGH PROFESSIONAL SERVICES AGREEMENT

PARTIES TO AGREEMENT

This Professional Services Agreement is made by and between the *City of Newburgh* (herein referred to as the Client) and *Public Sector HR Consultants LLC* (herein referred to as PSHRC), with its principal offices located at 14 Knollwood Drive, Glenville, New York, 12302.

PSHRC provides a comprehensive human resource management consulting service. PSHRC does not represent that it is in the practice of law, but provides administrative and consulting services to effectively manage the Client's human resource needs. In the event the Client requests that its legal counsel participate in any aspect of PSHRC's human resource management services, PSHRC will consult with the Client's legal counsel as directed by the Client. The Client understands and agrees that PSHRC's role is limited to an advisory capacity and that the application and implementation of the information and services provided by PSHRC are the total responsibility of the Client. Furthermore, Client understands that neither PSHRC nor any other party can determine with certainty how an appropriate government agency or other trier of fact may apply the law with regard to a specific factual situation. As a result of such, Client acknowledges that PSHRC shall not be responsible to Client as a result of a determination made by a government agency and/or trier of fact absent gross negligence or willful misconduct of PSHRC, in which case damages shall be limited to consideration paid to PSHRC.

PSHRC will conduct a comprehensive **Human Resource Analysis** for the **City of Newburgh**. The specific professional services to be provided by PSHRC will include:

1. Conduct an on-site analysis of the City's current human resource management practices. The scope of work for the analysis will include a review of internal policies, procedures and practices; a review of personnel recordkeeping and tracking systems; and on-site interviews with designated management and/or administrative staff regarding the effectiveness of the current human resource function. The areas of focus will include:
 - a. Human Resource Administration
Organization of HR function or department; documentation of processes, operating standards, and internal controls; how the City remains current and up to date with the HR field and applicable federal and state regulations; and techniques for communicating with employees and appointing authorities.
 - b. Recruitment, Interviewing and Hiring
Recruitment methods, methods used in workforce and succession planning, and use of turnover information; adherence to civil service regulations; access to and quality of job postings and advertisements; and referrals and interviewing practices.

2. Compile the data and prepare a written report of the review, which shall include any potential compliance issues discovered and recommendations for prioritizing future human resource initiatives.
3. Meet with City officials and/or designated management staff to present the findings of the report.

Fee for Services

- **Human Resource Analysis** – The fee to conduct the Human Resource Analysis for the City of Newburgh will be \$7,500.
- **Travel Expenses** – The City of Newburgh will be responsible for reimbursing PSHRC for any travel expenses (limited to mileage and tolls) directly related to providing services detailed in this proposal. The mileage rate that will be charged shall be the IRS mileage rate in effect at the time of travel.

Terms of Payment

Forty percent (40%) (\$3,000) billable upon execution of this agreement; forty percent (40%) (\$3,000) billable upon delivery of the Human Resource Analysis Report; twenty percent (20%) (\$1,500) billable thirty days following delivery of the Human Resource Analysis Report. Invoices will be due upon receipt.

Signatures of Parties

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

City of Newburgh

Public Sector HR Consultants LLC

Signature: _____

Signature: Ronni M. Travers

Date: _____

Date: January 5, 2015

By: _____

By: Ronni M. Travers

Title: _____

Title: President

RESOLUTION NO.: 19 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING
THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION
WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF
NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE
COUNTY INDEX NOS. 7726-2009, 7476-2010, 6703-2011, 5660-2012 and 6047-2013
INVOLVING SECTION 29, BLOCK 2, LOTS 5 and 6
(TDR FUNDING CORP.)**

WHEREAS, TDR Funding Corp. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax assessment years bearing Orange County Index Nos. 7726-2009, 7476-2010, 6703-2011, 5660-2012 and 6047-2013; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Richard B. Golden, Esq. of Burke, Miele & Golden, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, TDR Funding Corp. is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 29-2-5 be reduced to a market value of \$156,000.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2009-2010 as tax map number 29-2-6 be reduced to a market value of \$150,000.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 29-2-5 be reduced to a market value of \$150,000.
- 4- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2010-2011 as tax map number 29-2-6 be reduced to a market value of \$145,000.
- 5- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 29-2-5 be reduced to a market value of \$138,000.
- 6- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2011-2012 as tax map number 29-2-6 be reduced to a market value of \$135,000.
- 7- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 29-2-5 be reduced to a market value of \$141,030.
- 8- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2012-2013 as tax map number 29-2-6 be reduced to a market value of \$121,200.

- 9- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 29-2-5 be reduced to a market value of \$124,200.
- 10- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2013-2014 as tax map number 29-2-6 be reduced to a market value of \$106,650.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment are hereby accepted pursuant to the provisions of the General City Law and other related laws; and

BE IT FURTHER RESOLVED, that Michael G. Ciaravino, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Richard B. Golden, Esq. on behalf of Burke, Miele & Golden, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

Mayor Kennedy asked for a reminder of which properties these are.

Michelle Kelson, Corporation Counsel said that they are on Carter Street. They are next door lots but one has a commercial use and one has a residential use so one was a homestead property and one was a non-homestead property so the adjustments that they worked out in the assessments don't necessarily follow the same track for each property because of the different proposed uses. It covers a number of years and settles a number of litigation items for a total refund of less than \$5,000.00 which is significantly less than what it would cost to litigate these matters.

Councilwoman Abrams moved and Councilwoman Angelo seconded that the resolution be adopted.

Ayes - Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy - 7

ADOPTED

SUPREME COURT – STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
TDR FUNDING CORP.,

Petitioner,

CONSENT JUDGMENT

- against -

THE ASSESSOR, THE BOARD OF ASSESSORS AND
BOARD OF ASSESSMENT REVIEW OF THE CITY OF
NEWBURGH AND THE CITY OF NEWBURGH,

Index No. 2009-7726
 2010-7476
 2011-6703
 2012-5660
 2013-6047

Respondents.

For a Review under Article 7 of the Real Property Tax Law.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh tax roll
for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax years, as follows:

Tax Map No. 29-2-5

be reduced prior to the application of any real property tax exemptions, if any, as follows:

Tax Year	Original Assessment	Reduction	Revised Assessment
2009-2010	\$ 215,500.00	\$ 59,500.00	\$ 156,000.00
2010-2011	\$ 186,400.00	\$ 36,400.00	\$ 150,000.00
2011-2012	\$ 156,700.00	\$ 18,700.00	\$ 138,000.00
2012-2013	\$ 156,700.00	\$ 15,670.00	\$ 141,030.00
2013-2014	\$ 138,000.00	\$ 13,800.00	\$ 124,200.00

and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax roll
for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 tax years, as follows:

Tax Map No. 29-2-6

be reduced prior to the application of any real property tax exemptions, if any, as follows:

Tax Year	Original Assessment	Reduction	Revised Assessment
2009-2010	\$ 226,300.00	\$ 76,300.00	\$ 150,000.00
2010-2011	\$ 180,800.00	\$ 35,800.00	\$ 145,000.00
2011-2012	\$ 163,100.00	\$ 28,100.00	\$ 135,000.00
2012-2013	\$ 134,700.00	\$ 13,500.00	\$ 121,200.00
2013-2014	\$ 118,500.00	\$ 11,850.00	\$ 106,650.00

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2009-2010, 2010-2011, 2011-2012, 2012-2013 and 2013-2014 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market values; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amounts, if any, paid as City taxes and City Special District taxes against the original assessments in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner, the amounts, if any, paid as County taxes and County Special District taxes against the original assessments in excess of what said taxes would have been in if the market values had been

determined as herein, with the City of Newburgh and County of Orange to determine the amount and method of payment as appropriate; and it is further,

ORDERED, that there shall be audited, allowed and credited to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market values had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of CRONIN & CRONIN LAW FIRM, PLLC, as attorneys for the Petitioner; and it is further,

ORDERED, that there shall be no interest paid or credited in connection with this Consent Judgment provided any refund due is made within sixty (60) days of the service of notice of entry of this Consent Judgment; and it is further,

ORDERED, If payment is not made within sixty (60) days after the service of a certified copy of this Order upon the Respondents and/or any of the various taxing authorities, then statutory interest will be paid on the amount of any refund, from the date of payment of taxes as provided by Section 726 of the Real Property Tax Law, and upon the service of a certified copy of an Order upon the Respondents and/or any of the various taxing authorities, and it is further,

ORDERED AND DIRECTED that upon compliance with the terms of this Order, the above captioned proceedings be, and the same hereby are discontinued without costs to either party as against the other.

Signed: January __, 2015
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

Michael G. Ciaravino
City Manager
Dated:
Per Resolution No.: ____ - 2015

SEAN CRONIN, ESQ.
Cronin & Cronin Law Firm, PLLC
Attorneys for the Petitioner
Dated:

HON. JOANNE MAJEWSKI
Assessor
Dated:

RICHARD B. GOLDEN, ESQ.
Burke, Miele & Golden, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 20 – 2015

OF

JANUARY 28, 2015

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT \$100,000.00 FROM THE NEWBURGH ENLARGED CITY SCHOOL DISTRICT TO FUND THE SALARY AND BENEFITS OF ONE POLICE OFFICER TO BE HIRED TO BACKFILL POLICE DEPARTMENT PERSONNEL CURRENTLY SERVING IN THE CITY'S SECONDARY SCHOOL AS A COMMUNITY RESOURCE OFFICER

WHEREAS, the City of Newburgh and the Board of Education of the Newburgh Enlarged City School District ("NECSD") have agreed to establish the position of Community Resource Officer ("CRO") to be filled by a police officer from the City of Newburgh Police Department at Newburgh Free Academy; and

WHEREAS, the NECSD has offered to reimburse the City for this CRO at the rate of \$100,000.00 so as to continue to have the CRO stationed at Newburgh Free Academy within the City of Newburgh; and

WHEREAS, this Council has determined that accepting such funds is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept funds from the NECSD in the amount of \$100,000.00 Dollars for the assignment of a City of Newburgh Police Officer as CRO in the NECSD.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED

COMMUNITY RESOURCE OFFICER AGREEMENT

AGREEMENT MADE THIS ____ **th DAY OF JANUARY, 2015** by and between the Board of Education of the Newburgh Enlarged City School District, having its principal place of business at 124 Grand Street, Newburgh, New York 12550 (hereinafter "the Board of Education") and The City of Newburgh having its principal place of business at City Hall, 83 Broadway, Newburgh, NY 12550 (hereinafter referred to as "the City").

WHEREAS, the City and the Board of Education agree to establish the position of Community Resource Officer (hereinafter "CRO"), to be filled by police officers from the City of Newburgh Police Department, at Newburgh Free Academy; and

WHEREAS, the School Board has agreed that they will reimburse the City for its expense in participating in the CRO Program in the amount of One Hundred Thousand (\$100,000) for the period of September 1, 2014 through August 31, 2015 school year and, the City of Newburgh Police Department will provide one officer at the school specified above, each day that school is open for the hours of 7:30 a.m. – 3:30 p.m., during the school year and during the summer months on such days and times that summer school or the extended year program is being held in the buildings, on the terms and conditions set forth herein:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The School Board and the City of Newburgh by and through the City of Newburgh Police Department have established the following goals and objectives with regard to the CRO Program in the Schools: (a) to maintain a safe campus environment that will be conducive to learning, (b) to create a relationship based upon cooperation and mutual support between law enforcement and school officials; (c) to improve relationships between law enforcement, school, community and the youth of the school; (d) for Police Officers to serve as consultants to school staff, parents, and youth on safety matters and any other matters which will provide a better environment for the students and the teachers in which to pursue their respective tasks; (e) for police officers to serve as a role models to students; (f) to provide a continuum of youth services between the school and the community with the support of the Police Department and other City staff and agencies.
2. The City agrees that the City of Newburgh Police Department shall provide one officer as CRO during the term of this agreement. The CRO shall be subject to the administration, supervision and control of the City of Newburgh Police Department at all times, unless otherwise provided in this agreement.
3. The officer assigned as the CRO will be selected by the Chief of Police based upon the Police Chief's judgment and discretion, taking into

consideration other criteria, the officer's training, qualifications, experience, interest in the position and the officer's ability to effectuate the goals and objectives set forth in paragraph 1.

4. The Board of Education shall have the right to request the removal of any CRO and have an officer substituted in his or her place by communicating such request to the Chief of Police at any time during the school year, which request will not be unreasonably denied.
5. The City of Newburgh agrees to provide and pay the CRO's salary and employment benefits in accordance with the current Newburgh PBA contract.
6. It is understood and agreed that the City of Newburgh Police Department, in its sole discretion, shall have the authority to discharge and discipline an officer assigned as a CRO as provided under the terms of any agreement between the City of Newburgh and the applicable collective bargaining unit, and/or by law. The City shall indemnify and hold harmless the Newburgh Enlarged City School District from any claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practice brought by an officer assigned as a CRO.
7. The following named police officers shall be initially assigned by the Chief of Police of the City of Newburgh Police Department to act as CROs as follows:

Newburgh Free Academy – Robert Pedrick

It is understood that such assignments may be changed by the Chief of Police or other commanding officers as in their judgment circumstances may require.

8. It is understood and agreed that the Board of Education shall not be responsible for any overtime pay earned by an Officer serving as a CRO in connection with his or her duties as a CRO and that the cost of same shall be borne solely by the City of Newburgh. The entire extent of the obligation of the School District to compensate the City for CRO services as provided herein shall be as provided hereinabove.
9. It is understood and agreed that, should a CRO become unable to perform his or her duties as a result of illness or injury that causes the Officer to be absent in excess of five school days, the City of Newburgh Police Department shall assign another officer to fill the CRO position at the affected building.
10. It is understood and agreed that the CROs to be appointed by the City of

Newburgh Police Department shall have the following qualifications:

- (a) The CRO shall be a full time police officer with a minimum of two (2) years of law enforcement experience;
- (b) The CRO shall possess sufficient knowledge of applicable Federal, State and County Laws and Town ordinances as well as the School Board's policies and regulations;
- (c) The CRO shall be capable of conducting in depth criminal investigations;
- (d) The CRO shall possess an even temperament and set a good example for students;
- (e) The CRO shall possess good communication skills, which would enable the CRO to function effectively within the school environment.

The Board of Education may, at its discretion, waive the requirement set forth in paragraph "a", above, upon the request of the Police Department and upon an interview by the Board of Education of the officer being proposed for the position.

11. The following are the duties of the CRO:

- (a) Consult with and coordinate activities as requested by a school's principal.
- (b) Abide by School Board policies to the extent that such compliance does not interfere with or impede the CRO in the performance of his or her duties as a law enforcement officer.
- (c) The CRO shall develop an expertise in presenting various subjects; including meeting Federal and State mandates in drug abuse prevention education and shall provide these presentations at the request of school personnel in accordance with the established curriculum;
- (d) Encourage group discussions about law enforcement with students, faculty and parents;
- (e) Under no circumstances shall a CRO be a school disciplinarian. The CRO will not be involved in the enforcement of disciplinary infractions that do not constitute violations of law;
- (f) Attend meetings with parents and faculty groups to solicit their

support and understanding of the CRO school program and to promote awareness of law enforcement functions;

- (g) Where possible, serve as a member of the school student services committee, familiarizing students with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. Where necessary, the CRO may make recommendations for referrals;
- (h) To confer with the principal of the school to which the CRO is assigned to develop plans and strategies to prevent and/or minimize dangerous situations on or near campus or involving students at school related activities;
- (i) Perform such duties as determined and requested by a given school principal. However, such duties shall not include things normally assigned to school personnel such as lunchroom or hall duty. Nothing herein shall preclude the CRO from being available in areas where interaction with students is expected;
- (j) The CRO shall familiarize himself/herself with and shall abide by School Board policy and applicable law concerning interviews with students should it become necessary to conduct formal law enforcement interviews with students or staff on school property or at school functions under the jurisdiction of the School Board insofar as same shall be in harmony with standard police practices and standing general orders;
- (k) Initiate law enforcement action as necessary and notify the school principal as soon as possible, and, whenever practicable advise the principal before requesting additional law enforcement assistance on campus and undertake all additional law enforcement responsibilities, as required by standard police practices and standing general orders;
- (l) The CRO shall act as a liaison for other law enforcement officers in matters regarding School Board policies while on school grounds;
- (m) The CRO shall affirm the role of law enforcement officer by wearing the City of Newburgh Police uniform, unless doing so would be inappropriate for scheduled school activities. The uniform shall be worn at events where it will enhance the image of the CRO and his/her ability to perform his/her duties;
- (n) The CRO shall patrol and maintain a safe corridor within ½ mile radius directly surrounding the school to which he or she is assigned, including, but not limited to, other school buildings within that

radius. The CRO shall be dispatched, as available, to calls for service emanating from within such a radius related to juvenile criminal activity.

12. It is understood and agreed that while the CRO will be stationed at one of the schools within the School Board's jurisdiction, the CRO shall remain an employee of the City of Newburgh Police Department, adhering to all policies and procedures of the Police Department.
13. The CRO shall report to the Main Office at the start of each work day and shall sign in on a log by the school. The CRO shall sign out at the end of each work day using the same log.
14. It is understood and agreed that the CRO in pursuing the performance of his/her duties shall coordinate and communicate with the school principal or the principal's designee.
15. The City of Newburgh Police Department shall provide the appropriate in-service training for the CRO, to enable the CRO to function efficiently. The School Board may also provide training in school policies, regulations and procedures, or additional training in other matters relating to students and their safety.
16. The City of Newburgh Police Department shall provide a standard marked patrol vehicle for the CRO, which vehicle shall be maintained by the City of Newburgh Police Department, providing among other things, fuel, tires, etc. and all expenses associated with the operation of the vehicle including insurance. The Police Department will also provide the CRO with a service weapon and ammunition and the usual and customary office supplies and forms required in the performance of the CRO's duties as a police officer. The CRO is authorized to carry a service weapon on school grounds.
17. Should the CRO program continue into future school years, it is understood and agreed that the School District shall evaluate annually the CRO Program and the performance of the CRO on forms to be developed jointly by the parties to this Agreement. Such evaluation by the School Board and the City of Newburgh Police Department shall be performed in order to evaluate the performance of the CRO in accordance with the Department rules and regulations and also to ascertain what, if anything, can be done to improve the CRO Program.
18. The City agrees to maintain at all times during the term of this Agreement a general comprehensive liability insurance policy for a minimum of \$1,000,000 and agrees to indemnify and hold harmless the School Board and the Newburgh Enlarged City School District, its agents and employees from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the CRO or the CRO

Program.

19. The School Board agrees to compensate the City for services rendered in connection with the CRO Program, in the amount of \$100,000. Such compensation shall be paid by the School Board to the City of Newburgh in monthly installments of \$10,000 per month from September 1, 2014 – June 30, 2015 commencing within thirty (30) days of ratification of this agreement by all parties.
20. The terms of this agreement are for the period commencing with the provision of such services and ending on the 31st day of August, 2015.

**BOARD OF EDUCATION OF THE
NEWBURGH ENLARGED CITY SCHOOL
DISTRICT**

**DR. ROBERTO PADILLA
SUPERINTENDENT OF SCHOOLS**

CITY BOARD OF THE CITY OF NEWBURGH

**MICHAEL CIARAVINO
CITY MANAGER
CITY OF NEWBURGH
Per Res. No.:**

RESOLUTION NO.: 21 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC.
TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY
MANAGEMENT SERVICES**

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, by Resolution No.: 18-2014 of January 27, 2014 authorized an amendment to the agreement with MESH Realty Group, Inc. which provided for the continuation of residential property services; and

WHEREAS, such agreement expired on December 31, 2014; and

WHEREAS, the City of Newburgh wishes to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to provide for a one (1) year extension of services retroactively from January 1, 2015 to December 31, 2015; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One (\$1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

Councilwoman Lee moved and Councilwoman Abrams seconded that the resolution be adopted.

Councilwoman Lee said that she would like this resolution to be tabled until the next meeting. She would like to talk about the cost and how they are hiring and if they should consider a new bid. When they first received this agreement she thought that we could have gotten a better price so at this point she would like to look at the cost of it. She would also like to know if they are hiring locally.

Councilman Brown asked if there is an income and expense report.

City Comptroller, John Aber, said that he could forward that to the Council. Every month they submit all of the revenue that they brought in along with all of the invoices and expenses. Most of the work is outsourced and he hasn't seen them actually hire anyone as they use local vendors for most of it.

Councilwoman Lee said that she would like to see the reports and asked if this could be tabled until the next Work Session.

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be tabled.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

TABLED

RESOLUTION NO.: 22 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT
WITH ARCADIS OF NEW YORK INC. FOR PROFESSIONAL SERVICES
TO PREPARE AN ADDENDUM TO THE PHASE I LONG TERM CONTROL PLAN
FOR THE CITY'S COMBINED SEWER COLLECTION SYSTEM
IN CONNECTION WITH SPDES PERMIT NY NO. 0026310
ISSUED BY THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION
FOR AN AMOUNT NOT TO EXCEED \$82,950.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council authorized the City Manager to enter into an, Order on Consent to settle an enforcement action by the New York State Department of Environmental Conservation (DEC) for failure to develop a Phase I Long Term Control Plan ("LTCP") for the City's Combined Sewer Collection System in connection with the SPDES permit NY No. 0026310 for the operation; and

WHEREAS, by Resolution No. 173-2011 of September 12, 2011, the City Council authorized the City Manager to execute a contract with Arcadis/Malcolm Pirnie, Inc. to prepare and develop an LTCP for the City's WWTP; and

WHEREAS, Arcadis of New York Inc. ("ARCADIS") prepared the LTCP and submitted it to the DEC in January 2013;

WHEREAS, the DEC developed seven comments which generally focused on the schedule sequencing and duration, receiving body water quality and post construction monitoring program development; and

WHEREAS, some of the tasks were successfully reduced from the scope of work by Arcadis however the DEC is now requesting additional scope items; and

WHEREAS, Arcadis has submitted a letter proposal to respond to the additional scope items requested by the DEC and submit a final LTCP Addendum by March 1, 2015 for an amount not to exceed \$82,950.00; and

WHEREAS, funding for such project shall be derived from HG1.8120.0400.8021.2010; and

WHEREAS, this Council determines accepting the letter agreement and executing a contract with Arcadis in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis for professional services to prepare an addendum to the Phase I Long Term Control Plan for the City's Combined Sewer Collection System in connection with SPDES Permit NY No. 0026310 Issued by the NYS Department of Environmental Conservation with other provisions as Corporation Counsel may require, in an amount not to exceed \$82,950.00.

Councilwoman Lee moved and Councilwoman Angelo seconded that the resolution be adopted.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
ADOPTED**



Mr. Jason Morris, P.E.
City Engineer
83 Broadway
Newburgh, New York 12550

ARCADIS of New York Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis-us.com

Combined Sewer System Long-Term Control Plan Proposal to Respond to NYS DEC Comments

Water

ARCADIS of New York, Inc. (ARCADIS) is pleased to provide the City of Newburgh with this letter proposal to respond to comments developed by the New York State Department of Environmental Conservation (NYS DEC). ARCADIS has reviewed the correspondence dated December 5, 2014 to City Manager Michael Caravino from the NYS DEC. Seven comments were developed in response to the LTCP that was submitted in January 2013.

Date: January 6, 2015.

Contact:
Robert Ostapczuk

Phone:
518.250.7300

These comments were generally focused on the schedule sequencing and duration, receiving body water quality and post construction monitoring program development. Some of these tasks were successfully reduced from the scope of work by ARCADIS in negotiating with the NYS DEC in 2012; however, due to personnel changes with the Department these scope items are now being requested. NYS DEC's complete list of comments is as follows:

Email: robert.ostapczuk@arcadis-us.com

Our ref:
66004883.0000

1. Optimize scheduling of projects to implement disinfection of additional captured flows as soon as practical. The LTCP needs to show the capability to treat excess flow when improvements/interceptor(s) commence operation.
2. Expedite foundation improvements (sewer separation and capacity improvements).
3. Green Infrastructure shall be implemented as soon as zoning/planning changes completed.
4. Analyze a reduced timeline to reduce contingency funding additional costs (presently a 40% contingency is included because of the 17+ year proposed construction schedule).
5. Return Hudson River in vicinity of CSO Outfalls to swimmable/fishable as soon as possible after each rain event and institute a sewage spill notification system.

Imagine the result

6. *Specify a full Post Construction Monitoring Program to prove effectiveness of the LTCP.*
7. *Address diversion manholes located in the City's system that are not on telemetry and not considered regulators. The plan should consider telemetry to maximize capture/treatment.*

In follow up telephone discussions with the NYS DEC, the optimized schedule is a 15 year schedule and increasing the project schedule upfront to maximize the reduction of untreated overflows to the Hudson River. By reducing the contingency on the overall LTCP, this will positively impact our calculations to rates and the percentage of the Median Household Income (MHI) dedicated to wastewater services. The United State Environmental Protection Agency (US EPA) defines wastewater services as affordable that are at, or below, 2% of the MHI for a community. The current program with a 40% contingency and 17 year project schedule caps the impact to the MHI at 2.5% which is already above the US EPA guidance for affordability. In order to balance the request by the NYS DEC in meeting the 15 year schedule, maximizing the upfront LTCP benefits and maintaining an affordable program ARCADIS has developed the following scope of services for the City's consideration:

Scope of Services

Task 1 Project Management

ARCADIS will prepare monthly invoices for the project. ARCADIS will prepare meeting minutes and distribute minutes of the meetings to the City of Newburgh.

Task 2 Develop Cost and Schedule Scenarios

ARCADIS will revise the cost estimate based on 2015 dollars and include two sewer separation projects (South Water Street and Liberty and Grand Street Projects). ARCADIS will vary the project contingency to 40%, 30% and 25% for three different cost scenarios to assess the sensitivity to the project. ARCADIS previously developed a scenario that removed High Rate Treatment (HRT) and included only disinfection which reduces the overall project costs from \$52M to \$42M and this will be carried through the evaluation. ARCADIS will develop rate impacts analysis for each of the scenarios for the City's consideration.

ARCADIS will present the revised cost estimates, capital plans and schedule to the City. The presentation will be held on or before February 6, 2015.

Task 3 Develop a Water Quality Model

ARCADIS understands the importance of an accurate and reliable water quality (WQ) model to support attainment of water quality standards (WQS) or demonstration that further CSO reduction will have no bearing on instream water quality. We will accomplish this by migrating the collection system model from InfoWorks CS to InfoWorks ICM, to utilize ICM's capability to simulate bacteria and river hydraulics. The model will be applied to develop an order-of-magnitude understanding estimate the recovery time of the Hudson River after typical storm events that cause CSO discharges.

ARCADIS will incorporate a representation of the Hudson River spanning approximately 20 miles between the USGS Gauging stations below Poughkeepsie and West Point. ARCADIS will utilize existing river cross sections from available Federal Emergency Management Agency (FEMA) data developed for existing Flood Insurance Studies (FIS) for the Hudson River, with approximately two cross sections per mile. The downstream station (West Point) will be utilized as a boundary condition for tidal stages. To simulate river flows between the stations, flow from the Wappinger Creek USGS station will be a boundary condition flow, and a hydrologic representation of the 615 square miles remaining will be developed.

A review of September 2011 through September 2014 USGS data will be performed by ARCADIS. This period is identified since the West Point station was taken offline in September 2014. The review will identify three events for calibration and verification as well as characterize low flow, high flow, and tidal conditions.

ARCADIS will review available instream fecal coliform sampling data for the same period to confirm the model appropriateness for WQ. The review of sampling data is also essential to determine typical coliform concentrations in dry weather, storm events, and CSO events. Dry-weather and Wet-weather geometric means will also be calculated. CSO, stormwater, and WWTP loading data will be based on readily available data from other regional studies (e.g., Albany, New York City).

The updated model will not be calibrated but will be applied for a representative recreational season period to evaluate compliance with the stage geometric mean standard of 200 cfu/100 mL. The following four conditions will be simulated: Existing Conditions, CSO LTCP Completion showing the benefits of the LTCP, No CSOs to show potential attainment or non-attainment from non-CSO sources, and LTCP Completion with all other sources assumed to be brought into compliance.

ARCADIS

Mr. Jason Morris
January 6, 2015

Task 4 Revise Post Construction Monitoring Plan

ARCADIS will revise the Post Construction Monitoring section included in the CSO LTCP dated January 2013. The revisions will incorporate the comments by the NYS DEC that requires the City to demonstrate the effectiveness of implementation of the LTCP.

Task 5 Develop LTCP Addendum

ARCADIS will develop an addendum to the LTCP that will convey the information developed in Tasks 2, 3 and 4. The addendum will be organized in four sections – Executive Summary, Receiving Body Water Quality Assessment, Recommended CSO LTCP and Post Construction Monitoring Plan. The addendum will be intended to be accompanied by the LTCP dated January 2013.

The LTCP Addendum will be submitted to the City of Newburgh on or before February 20, 2015 for review and approval. The City of Newburgh will provide ARCADIS with comments on or before February 25, 2015 and ARCADIS will submit the LTCP Addendum to the NYS DEC on or before March 1, 2015.

Final Deliverables

Upon NYS DEC approval of the LTCP, ARCADIS will submit a final deliverable to the City, digital files by CD or flash drive, of the complete LTCP document in adobe .pdf format and the InfoWorks CS hydraulic model of the City's collection system.

Fees

ARCADIS is prepared to complete the scope of work presented herein on a time and material basis for a not to exceed fee of \$82,950, inclusive of a \$15,000 allowance for additional meetings or addressing minor NYS DEC comments as needed and authorized by the City separately. A detailed breakdown of the costs is presented on the Project Budget matrix attached. ARCADIS will be reimbursed at a rate of 3.1 times the direct labor rate and all expenses have a 10 percent fee added.

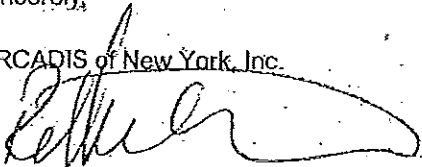
Please call me if you have any questions regarding the scope of services or the compensation requested to complete the work. We look forward to working with the City again.

ARCADIS

Mr. Jason Morris
January 6, 2015

Sincerely,

ARCADIS of New York, Inc.



Robert E. Ostapczuk, P.E., BCEE
Associate Vice President

Copies:

D. Loewenstein (ARCADIS)

Attachment

This proposal and its contents shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to ARCADIS as a result of—or in connection with—the submission of this proposal, ARCADIS and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use, or disclose the data contained in this proposal only to the extent provided in the resulting contract.

PROJECT BUDGET

City of Newburgh
Newburgh, New York

CSO LTCP NYS DEC Comments Revisions

DESCRIPTION	11	10	9	8	7	6	5	Hours Per Task
Task 1 - Project Management	8	0	0	0	0	4	0	12
Task 2 - Develop Cost and Schedule Scenarios	24	0	0	60	0	0	80	164
Task 3 - Develop Water Quality Model	16	64	16	0	70	0	0	166
Task 4 - Revise Post Construction Monitoring Plan	24	0	0	0	0	40	0	64
Task 5 - Develop LTCP Addendum and Executive Summary	24	16	0	40	40	0	0	120
TOTAL LABOR HOURS	96	80	16	100	110	44	80	526
TOTAL DIRECT LABOR COSTS	\$5,977	\$4,560	\$784	\$3,600	\$3,520	\$1,232	\$2,080	\$21,753

Subtotal Labor

\$67,434

Expenses:

Labor Allowance

\$15,000

Misc Expenses:

\$516

TOTAL

\$82,950

RESOLUTION NO.: 23 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE AWARD OF A
BID AND THE EXECUTION OF A CONTRACT WITH
BLACK ELECTRIC, INC. IN CONNECTION WITH
THE ELLIS AVENUE AND BRADY AVENUE WATER STORAGE TANKS
REHABILITATION PROJECT – CONTRACT 3 – ELECTRICAL CONSTRUCTION
AT A COST OF \$56,700.00**

WHEREAS, this Council, by Resolution No.: 268-2014 of October 27, 2014, rejected all bids submitted in connection with the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 3, Electrical Construction; and

WHEREAS, the City of Newburgh has duly re-advertised for bids for such contract; and

WHEREAS, one (1) bid was submitted and opened; and

WHEREAS, based on a comprehensive review of the bid submitted, Barton & Loguidice has recommended that the City award said contract to Black Electric, Inc. in the amount of \$56,700.00, and

WHEREAS, it is further recommended that the City set aside an additional five (5%) percent to account for any change orders during construction; and

WHEREAS, all funding shall be derived from the 2012 Bond; and

WHEREAS, this Council has determined that awarding the bid and executing a contract with Black Electric, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Ellis Avenue and Brady Avenue Water Storage Tanks Rehabilitation Project, Contract 3, Electrical Construction, be and it is hereby awarded to Black Electric, Inc. at a cost of \$56,700.00; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to enter into a contract, including terms and conditions as may be required by the Corporation Counsel and City Engineer, for such work in this amount; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute all related contracts and change orders up to five (5%) percent of the bid amount.

Jason Morris, City Engineer explained that this is a contract with Black Electric for the work needed to restore the Brady Avenue and Ellis Avenue Water Storage Tanks which are on Snake Hill and at the north end of the City near Route 84. This is for sandblasting, painting and installation of a circulator.

Councilwoman Abrams moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED



Engineers • Environmental Scientists • Planners • Landscape Architects

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December 12, 2014

Mr. Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Recommendation for Award – Contract 3 – Electrical Construction
Rehabilitation of Ellis Avenue & Brady Avenue Water Storage Tanks
City of Newburgh, Orange County, New York
File: 1352.002.001

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) has reviewed the bid submitted for Contract 3 – Electrical Construction for the above referenced project and the certified bid tabulation is attached for your review. Only one (1) bid was submitted for Contract 3 – Electrical Construction rebid on December 9, 2014.

Based on our review of the bid submitted for Contract 3 – Electrical Construction and qualifications of the bidder for the referenced project, B&L recommends the City award Contract 3 – Electrical Construction to Black Electric, Inc. in the amount of \$56,700.00. Refer to the attached certified bid tabulation sheet.

Note that Black Electric, Inc.'s bid price of \$56,700.00 for the electrical rehabilitation of the two tanks is \$6,700 higher than B&L's opinion of probable cost of \$50,000.00 and \$18,300.00 less than the bid received September 23, 2014 from JPI Painting, Inc. of \$75,000.00. This resulted in a savings of \$18,300 to the City from the first time it was bid. Based on our review of the Bid, the Bid Submitted did not contain the Statement of Surety's Intent as requested within the Documents. We believe this to be non-material and non-substantial as it will not affect the scope of work, or the price and have requested this to be submitted by Black Electric.

It is our recommendation that the City award the Contract to Black Electric, Inc. in the amount of \$56,700.00. It is also recommended that the City set aside this Contract amount plus an additional 5% to account for any change orders during construction.

If you have any questions, please feel free to contact our office.

Very truly yours,

BARTON & LOGUIDICE, D.P. C.

Anthony T. Eagan, P.E.
Managing Engineer

KLK/ojf
Attachments

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CITY OF NEWBURGH

1352.002.001 ELLIS & BRADY AVENUE WATER STORAGE TANK REHABILITATION

BID OPENING - 11:00 AM, DECEMBER 9, 2014

BID TABULATION - CONTRACT 3 - REBID


 Barton & Loguidice, D.P.C.

Item No.	Description	Estimated Quantities	Unit	Engineer's Opinion of Probable Costs		Black Electric, Inc.	
				Unit Price	Amount	Unit Price	Amount
1	Electrical Construction	1	LS	\$50,000.00	\$50,000.00	\$ 56,700.00	\$ 56,700.00
TOTAL (ITEMS 1)					\$50,000.00		
ACKNOWLEDGE ADDENDA						13.40%	\$56,700.00
BID FORM							X
IRANIAN ENERGY SECTOR DIVESTMENT							X
NON-COLLUSION CERTIFICATION							X
STATEMENT OF SURETY INTENT							X
BID BOND							X
APPRENTICESHIP PROGRAM							N/A

WE CERTIFY THAT THIS TABULATION IS A TRUE AND CORRECT COPY OF THE CANVASS OF BIDS.
 BARTON & LOGUIDICE, D.P.C.

BY:



RESOLUTION NO.: 24 - 2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH
THE CHAZEN COMPANIES TO PREPARE A LANDFILL DISTURBANCE PLAN
FOR THE NEWBURGH DPW PARCELS IN CONNECTION WITH
THE 5 SCOBIE DRIVE INDUSTRIAL PROJECT
AT A COST NOT TO EXCEED \$26,760.00**

WHEREAS, by Resolution No. 7-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to submit a joint application with the City of Newburgh Industrial Development Agency to apply for and accept if awarded funds in an amount not to exceed \$310,000.00 from the Orange County Industrial Development Agency to support remedial work and tree cutting at the Department of Public Works ("DPW") property site and tree cutting at 5 Scobie Drive in connection with the 5 Scobie Drive Industrial Park Project; and

WHEREAS, the Orange County Industrial Development Agency awarded funding to the City of Newburgh in the amount of \$50,000.00 for the purpose of developing a Landfill Exemption Plan for the portion of the DPW property adjacent to 5 Scobie Drive; and

WHEREAS, The Chazen Companies has submitted a proposal for professional engineering services in connection with the preparation of a Landfill Disturbance Plan for the City's DPW parcel for submission to and approval from the New York State Department of Environmental Conservation; and

WHEREAS, the costs of the proposal shall be paid by the Orange County Industrial Development Agency through the funding award of January 8, 2015; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract with The Chazen Companies is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with The Chazen Companies to prepare a Landfill Disturbance Plan for the Newburgh DPW parcel to facilitate future development of 5 Scobie Drive Industrial Park Project at a cost not to exceed \$26,760.00.

Councilwoman Angelo moved and Councilwoman Abrams seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7

ADOPTED



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Hudson Valley Office

21 Fox St., Poughkeepsie, NY 12601
P: (845) 454-3980 F: (845) 454-4026
www.chazencompanies.com

Capital District Office (518) 273-0055
North Country Office (518) 812-0513

January 13, 2015

Jason C. Morris, PE, City Engineer
83 Broadway
Newburgh, New York 12550

*Re: City of Newburgh Landfill Disturbance Plan Proposal
Chazen Job No: 41448.00*

Dear Mr. Morris:

The Chazen Companies (Chazen) appreciates the opportunity to continue assisting the City of Newburgh with preparation of a Landfill Disturbance Plan outlining methods and locations to NYSDEC facilitating development on the adjacent Scobie Drive IDA parcel. The contents of our plan submission to NSYDEC will follow guidance dated March 11, 2011 "NYSDEC Region 3 Office/Solid Waste Program Information Required for Department Approval of a Landfill Disturbance Plan."

The tasks proposed below are based on emailed agreement (Jan 13, 2015) on these work tasks, and task numbers follow previously-approved tasks.

Task 3 – Landfill Disturbance Plan submission:

1. Chazen will prepare a site conditions map based on available information including: site conditions walkover, GIS and GPS based reference location points, review of historic aerial and topographic map set, and site survey maps from the adjacent parcel in ACAD. Our map will be stamped by a licensed P.E. once review comments from NYSDEC are received. In the event, the adjoining parcel is unwilling to provide the existing conditions in ACAD, NYSDEC may require at least partial survey control on this site conditions map; Chazen would in this case provide a separate scope of services for performing a topographic boundary and survey in this area. Such mapping is necessary to perform the services outlined in item 2.
2. Once plans for solid waste repositioning are finalized (on site, on IDA parcel, off-site disposal), Chazen will prepare a site grading drawing and erosion and sediment control plan for the City parcel. This will include a side slope drawing if needed, and if needed, a concept design for waste relocation and positioning on the DPW parcel. Drawings will be stamped by a licensed P.E. once NYSDEC review comments are received. The erosion and sediment control plan may reference or mimic existing programs already prepared by or for the adjoining parcel.
3. If unconventional slopes (e.g. 2 on 1) are preferred along the property line, Chazen will conduct a geotechnical stability analysis.
4. Chazen will prepare a written Waste Relocation/Handling/Disposal narrative, per the cited guidance document. This will describe waste movement, handling, side-slope re-grading, and any waste re-positioning on the DPW site. The Plan will also include a contingency plan for management of any potentially-hazardous materials encountered during waste relocation.

5. This Task includes a review of this this work plan with NYSDEC prior to beginning work, one draft submission to NYSDEC, one response to NYSDEC comments, followed by a final plan submission.

Note that this task currently includes no sampling, no formal land survey, no gas monitoring, no formal engineering design sheets for on-site waste repositioning, nor a site deed instrument which the NYSDEC may require.

Task 4 – Consulting Services

1. Chazen will be available to the City for consultations with NYSDEC, the City, consultant for the adjacent parcel, or others, as needed and upon request of the City. This task will be invoiced for discussions related to off-site waste repositioning options and/or off-site waste disposal.

Task, Fee and Time Schedule Summary

Tasks		Fee Estimates		
Task No.	Task Description	Lump Sum Fee Bill	Time & Materials Estimate	Laboratory Fees
003	Landfill Disturbance Plan Submission	\$21,760 with stability analysis, or \$17,760 without.	---	NA
004	Consulting Services		\$5,000 initial allowance	NA
Totals		\$21,760	---	NA
Total Estimated Cost		Up to \$26,760		

Agreement

You have previously signed our standard professional services contract and our prior proposal outlined our monthly billing procedures. Your signature below authorizes the tasks above and agrees to the terms and conditions of our professional services contract. This proposal is good for 30 days.

Thank you again for the opportunity to be of service.

Sincerely,



Russell Urban-Mead, CPG
Senior Hydrogeologist/VP Environmental Service
cc: file

Authorizing Signature and Date

RESOLUTION NO.: 25-2015

OF

JANUARY 28, 2015

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN EXTENSION AGREEMENT WITH
TBE-MONTGOMERY LLC FOR SOLID WASTE DISPOSAL**

WHEREAS, by Resolution No. 121-2011 of July 11, 2011, the City of Newburgh authorized an agreement with TBE-Montgomery LLC for the disposal of municipal solid waste through a renewable electrical energy process at a substantially lower cost than the City currently pays for disposal of solid waste at the Orange County Transfer Station; and

WHEREAS, the original agreement provided for a start-up period of three years, which ended on December 31, 2014, and TBE-Montgomery LLC has presented a proposal to extend the term of the start-up period of the agreement for a new three year period with all remaining terms of the agreement to continue; and

WHEREAS, this Council has reviewed terms of the extension offer and agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an extension agreement with TBE-Montgomery LLC, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by the Corporation Counsel, for the disposal of municipal solid waste.

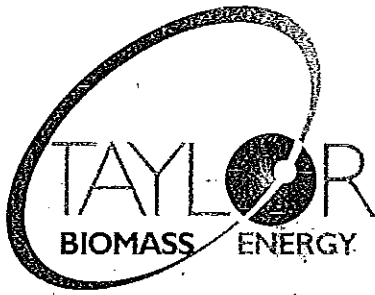
Mayor Kennedy said that she read this contract back when it was originally passed and it has only been modified to extend the date since it hasn't been built yet. She spend quite a bit of time reading through this contract the first time around and she is trusting that it is still the same contract.

Councilwoman Angelo moved and Councilwoman Lee seconded that the resolution be adopted.

Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Mejia, Mayor Kennedy – 6

Abstain – Councilwoman Lee - 1

ADOPTED



November 10, 2014

City Manager
City of Newburgh, New York
83 Broadway
Newburgh, NY 12550

AND

Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, New York, 12550

Re: Amendment of the Solid Waste Processing and Disposal Agreement
(this "Amendment")

Ladies and Gentlemen:

Reference is made to the Solid Waste Processing and Disposal Agreement by and between the City of Newburgh, New York (the "Municipality"), and TBE-Montgomery, LLC (name changed to Taylor-Montgomery, LLC on November 15, 2013) (the "Contractor") dated July 22, 2011 (the "Agreement"), in connection with a proposed solid waste receiving and recycling, biomass fuel preparation and waste power production facility to be located in Montgomery, Orange County, New York. Capitalized terms used but not defined herein have the meanings provided in the Agreement.

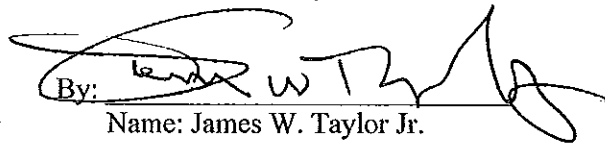
By signing this Amendment, the Municipality and the Contractor agree to amend the Agreement by deleting "December 31, 2014" in Section 9.02 and replacing such date with "December 31, 2017".

Except as expressly amended hereby, all terms and conditions of the Agreement remain in full force and effect. This Amendment shall be governed by the laws of the State of New York (without regard to the principles of conflict of laws).

Signature page follows:

Very truly yours,

TBE-MONTGOMERY, LLC (now known as)
Taylor-Montgomery, LLC

By: 

Name: James W. Taylor Jr.

Title: President & CEO

Date: November 14, 2014

AGREED AND ACCEPTED:

CITY OF NEWBURGH, NY

By: _____

Name:

Title:

Date:

ORDINANCE NO.: 2 - 2015

OF

JANUARY 28, 2015

**AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH**

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Chapter 276, Tobacco

<u>§ 276-7</u>	<u>Tobacco Retail License Application Fee</u>	<u>\$10.00 Non-refundable</u>
<u>§ 276-7</u>	<u>Tobacco Retail License Annual Fee</u>	<u>\$50.00</u>
	<u>Tobacco Retail License Replacement Fee</u>	<u>\$50.00</u>

Section 2. This ordinance shall take effect on February 1, 2015.

Councilwoman Abrams moved and Councilwoman Lee seconded that the ordinance be adopted.

**Ayes – Councilwoman Abrams, Councilwoman Angelo, Councilman Brown, Councilwoman Holmes, Councilwoman Lee, Councilwoman Mejia, Mayor Kennedy – 7
ADOPTED**

OLD BUSINESS

There being no old business to discuss this portion of the meeting was closed.

NEW BUSINESS

There being no new business to discuss this portion of the meeting was closed.

ANNOUNCEMENT

Mayor Kennedy announced that there will be a meeting next Wednesday, February 4th at the Activity Center, 401 Washington Street at 7:30 P.M. and everyone is invited. They will be discussing some of the requests and issues brought forth to the City Council in December as well as other topics that might be brought to the table.

PUBLIC COMMENTS

Barbara Smith, Powell Avenue, said that at the last Work Session there was an issue with hiring. She told the Council to go to the City's Website and read the dialogue of the Minutes from December 10, 2012 between the City Council and the City Manager with regard to this very same issue about being involved in the City Manager's job of appointing. If they look at that, they will see that this has already been discussed and it seems to her that the City Manager at that time gave a very excellent explanation as to why it is totally inappropriate for an Elected Council to interfere with the hiring practices of an appointed City Manager. With regard to the City Manager's Report she thanked him for everything that he does to educate them as to what has been done. She likes it because he doesn't use it as what he has done but as what the City has done. One of the things that is so important to her is the talk about picking up bulk garbage which is a good reason why we have to seriously look at re-establishing a bulk pick-up day in our City. It has to be better than what we are doing now and far more cost effective.

Jonathan Jacobson, 25 Pierces Road, was happy to see that his proposal about having more accountability with having the Council approve the City Manager appointments is being taken seriously. It is not interfering with the day to day chores of running the City because it is just basic checks and balances that you have in every government in this Country. The only way that the public has any input is through the election of our representatives so they should have the final say on appointments.

Corey Allen, N. Montgomery Street, said that his company specializes in financial literacy and getting people to take action to get a hold of their finances and make a path for themselves. They will be hosting their second business mixer at the Fullerton Mansion on February 7th from 6:00 P.M. to 9:00 P.M. and he invites everyone to attend. They have these mixers to make sure that everyone in the area knows who our business people are and those who want to own a business but don't know how to go about it will be in the room with people who have done that already. He hopes that everyone comes to take part in this event because it is going to be great. He thanked some of the Council members for their help with the last mixer which he appreciates and he looks forward to seeing more of them at this one.

There being no further comments this portion of the meeting was closed.

COUNCIL COMMENTS

Councilwoman Angelo announced there will be a Ribbon Cutting and Grand Opening of a new Supermarket tomorrow at 9:00 A.M. in the former Rite Aid building which has been empty for a few years now. Hopefully the community will support this Supermarket as it will be ideal for the seniors in that area. She added that they are starting to work on the Memorial Day Parade by looking for people to participate. She thanked everyone for coming.

Councilman Brown thanked everyone for coming out tonight.

Councilwoman Holmes thanked everyone for coming out and announced that on Tuesday, March 3rd she will be having a Ward meeting at the Activity Center, 401 Washington Street starting at 5:30 P.M.

Councilwoman Lee thanked everyone for coming tonight and wanted to give a very special thank you to our Interim Police Chief for his assistance with getting her to the Hospital. A very nice Officer escorted her to the Emergency Room at St. Luke's Hospital and she was having panic attacks with all of the things she has said about their services and demanding that they pay the City money. It goes to show that you can't shoot your mouth off about a Hospital if there aren't two in your neighborhood. She noted that her treatment at St. Luke's Hospital was very nice. They ran a bunch of tests and told her that she had a virus. The Officer got her there very quickly and she appreciates the assistance and said thank you for all of the phone calls to see how she was doing. She had a chance to watch the Work Session while she was home and she supports the referendum. We have to stop doing things the old way in this City. Richard Herbek and James Slaughter made the change so it is a matter of a professional courtesy to tell the Council who the City Manager is going to hire and who he is going to terminate. That is something she thinks the Council should know and they shouldn't be kept in the dark about it. The City Manager is the hiring and firing authority but when you are blinded it doesn't feel good. *"The City Manager reports to the Council. We are his boss and I think it's important that we know what he is doing."* He reports to us and then they report to the public so it is pretty embarrassing when a question is asked and they don't know the answer. James Slaughter introduced them to everyone that he hired even though Councilwoman Abrams thought that he only introduced them to Mr. Stanton because he wasn't sure if he was going to hire him or someone else. That was not the case at all because he was very clear that he was going to hire Mr. Stanton but he wanted us to meet the finalists. She doesn't want anyone to assume that when the City Manager becomes stumped he goes to the Council because he should go to the Council all the time. They give the City Manager direction and they are not equals so she would support this legislation even though she does not typically get in the middle of hiring and firing, anyway. She thinks it is important for them know and to have a sense of what is going on in the City that they write the legislation for. The hiring of local people hasn't been so healthy that they can just close their eyes to this because there are so many people who live here who have never been hired

here. There are people who live other places, however, who have always been hired here. Everyone gets hired except for the people who live here so they need to have a hand and a say in that which is why she supports it.

Councilwoman Mejia thanked everyone for coming out tonight and said that the inter departmental organizational culture is starting to be the norm in all departments which she finds welcoming not only as a taxpayer but as an Elected Official. This was very evident during the last couple of storms where she sensed a different atmosphere in the departments that were out on the streets and she appreciates that. She added that we will be celebrating one hundred and fifty years for the City of Newburgh this year and she is not sure what is going on. At one point it was said that whatever Festivals will be taking place should weave in the theme of one hundred and fifty years so it would be great if we had a committee to move that along. This is a pretty big deal so she is looking forward to celebrating that. As for the hiring, she has to sit with it because to her it is the complete hiring and firing process that is troubling. She looks forward to the debates and the information that comes forth as a Council and they will just take it from there.

Mayor Kennedy said that she had a gentleman come to her the other day by the name of Gregory Newson, who is promoting an Art and Book Show called, *"Uncle T and the Uppity Spy"*. He is trying to help sponsor community discussions so she will be posting a flyer in the entrance way to City Hall. Concerning the Supermarket, she is really excited that they are coming here because that is a great location with a lot of housing. In regard to the Police Department, she is noticing some new things and she is really liking the reports that are coming in. There is a lot more information coming from the Police Department than she has seen before. On the hiring and firing, she has thought a lot about this and the City Manager is not a separate arm of the government like the President, Legislative Branch and the Justice Department. Mr. Ciaravino is a hire of this legislative branch so he is not an elected official and as Councilwoman Lee pointed out the City Council is elected and the City Manager reports to the City Council. It is their job to create the policy and the vision and it is the job of the City Manager to execute on that vision and those policies. In terms of communication, she agrees that they need that and she feels that one of the big issues is the lack of an HR Department. She noted that the City Manager said that he read the Hiring Policy about a week or so ago so she asked him if he even knew there was a Hiring Policy.

City Manager, Michael Ciaravino said that he had heard about it and when he and Miss Mills spoke about it is when he received a copy.

Mayor Kennedy continued that if we had an HR professional when he was first hired someone should have sat down with him to go over all of those policies so that he knew exactly what those policies were from the very beginning.

City Manager, Michael Ciaravino responded that the policies were followed for all of the hires.

Mayor Kennedy said that maybe it is the Policy that needs to be adjusted then. At different stages of the game they have had committees to help look for Department Heads

and the City Council has sat in on doing interviews but they have not done this. They don't really have a standard way of doing it so they probably really need to look at the Policy again to see how that is going to work so that we have a good solid way to do this. She is going to sit with the idea of changing how a City Council and City Manager form of government is supposed to work. In regard to the One Hundred and Fifty Year Celebration we have several things going on that could include this such as the Memorial Day Parade, Newburgh Illuminated Festival, Fourth of July and the International Festival. One hundred and fifty years is important as it was on April 22nd that we changed from the Village of Newburgh to the City of Newburgh. We also have someone planning a Parade on the last weekend of June and they are also planning to incorporate the one hundred and fifty years celebration into that so things are being planned.

Councilwoman Angelo added a suggestion that their committee should get in touch with West Point to possibly lead that Parade.

There being no further business to come before the Council this meeting was adjourned at 8:20 P.M.

LORENE VITEK
CITY CLERK

